

STATINTL

27 August 1959

Memo to File

From:

Subject: Purchase Order No. 55594E to Bell Reproductions Company,
Fort Worth, Texas (White Printer)

Need

To fulfill the needs of the program, it had been determined that a White Print Machine would be required. This need was concurred in by the customer in its contract with Convair.

Procurement

The specifications for this machine to meet were designated by Convair as FWIF-ADT-16-0-24-0-189, dated 22 January 1959, except that the power shall be 208 volts, 60 cycles, single phase. A like machine meeting the same specification was purchased by Convair under its Facilities Contract No. under Purchase Order No. 113668C, dated 10 March 1959. The award at that time was to Bell Reproduction Company, Fort Worth, Texas, as the bidder offering a machine satisfactorily meeting Convair's specification and having certain added features. The bids were:

Tarrant Count Reproduction Co.	\$4250.00
L. L. Ridgway, Inc.	5195.00
Bell Reproduction	5269.00
C. F. Pease Co.	5275.00
L. L. Ridgway, Inc.	6445.00

Tarrant County's machine was 75 watt at 40 FPM. This does not meet specification requirements calling for 100 watt at 75 FPM.

The Ridgway machine was FOB Fort Worth with 2% discount. Add to base price of the Ridgway machine \$200.00 for uni-directional separator less discount yields a delivered price of \$5287.10. The Bell machine had, counting transportation and discount, a delivered price of \$5327.47. The difference of \$40.37 becomes inconsequential since the following features are gained for that sum:

- (1) New type of syncro-flo automatic ammonia handling resulting in faster printing.
- (2) Automatic unidirectional separator permitting prints on both sides prior to developing.
- (3) Cool running cylinder required for illustration work where fixtures are used on tracings.
- (4) The machine will handle 45" rather than 42" paper.
- (5) Simple operation with women operators being used for like machines in Tooling Department.
- (6) Prints faster than other kinds of machines according to Convair's experience.

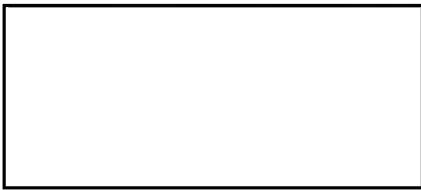
- 2 -

It must also be noted that this make of machine is used in other Convair Departments resulting in the advantage of uniform servicing and free interchange of operators.

Conclusion

Considering the above advantages, Convair purchased the Whiteprint machine offered by Bell Reproduction.

STATINTL



CONVAIR APPROVED
A DIVISION OF GENERAL DYNAMICS CORPORATION
(FORT WORTH)

DEPT. 4
FW-527-11-58
SERIES A

PURCHASE ORDER

NOTE
SHOW ON ALL PACK-
ING LISTS, INVOICES
AND COMMUNICATIONS.

NO. 55594

PAGE 1 OF 2

VENDOR NO.	MODEL	ACCOUNT NO.	PURCHASE ORDER DATE
135-479		4-27-59	
USE CODE	REQUISITION DATE	WORK ORDER NO.	CONTRACT NO.
		11-85-011	
MATERIAL NO.	CASH TERMS	FREIGHT ALLOWANCE	
191X	Net 30	<input type="checkbox"/> NONE	<input type="checkbox"/> SEE BELOW

TO: Bell Reproduction Company
907 Throckmorton Street
Fort Worth, Texas

STATINTL

DELIVER ALL MATERIALS F.O.B. Chicago, Illinois

SHIP VIA: See Paragraph #1
MARK ALL SHIPPING CONTAINERS ATT:
AND PACKING SHEETS

OR P.P. SEE BELOW

NOTE: PARCEL POST, EXPRESS SHIPMENTS, MAIL AND IN-
VOICES SHOULD BE ADDRESSED TO FORT WORTH, TEXAS.
ALL MOTOR FREIGHT, LCL AND CARLOAD SHIPMENTS ARE
TO BE MADE TO BENBROOK, TEXAS.

BUYER

GROUP. 191

ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	PRICE UNIT	UNIT PRICE	TOTAL PRICE							
1	1	EA.	Printer, White, Peck & Harvey Lancer Model with Variac Lamp intensity control from 5000 watts to 3000 watts, all in accordance with Convair Specification FWIF-ADT-16-0-24-0-189 dated 22 Jan. 1959 with the exception that the power shall be 208 volts, 60 cycles, single phase, as quoted.	ea.	5,269.00	STATINTL							
1.			SHIPPING INSTRUCTIONS: SELLER SHALL SHIP, OR ARRANGE WITH HIS SUPPLIER FOR SHIPMENT, IN STRICT ACCORDANCE WITH A, B, C, AND D BELOW:										
			(A) The shipping instructions set forth in the "note" on the face of this purchase order are not applicable. All shipments made under this purchase order shall be made on "Government Bills of Lading." Not later										
SCHEDULED DELIVERY AT BUYERS' PLANT	YEAR	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
1959													
INSPECTION:	All material above is subject to		inspection at	All (22nd)	none								

*NOTE SHIPPING INSTRUCTIONS: IF PERMITTED BY POSTAL REGULATIONS, SHIP TO FORT WORTH, TEXAS, VIA PARCEL POST NOT INSURED. IF PARCEL POST NOT PERMITTED,

SHIP TO BENBROOK, TEXAS ON COLLECT COMMERCIAL BILL OF LADING, ROUTE VIA -
DO NOT USE OTHER ROUTING WITHOUT AUTHORITY FROM THIS OFFICE. RAIL EXPRESS, AIR EXPRESS, AND AIR FREIGHT SHIPMENTS WHEN AUTHORIZED, MUST BE MADE AT RE-
LEASED VALUATION AT LOWEST RATE.

"ACCEPTANCE: This Purchase Order (including continued page(s) if indicated above) constitutes Buyer's offer to Seller, and becomes a binding contract on the terms and conditions set forth herein, including those on the reverse side hereof, when it is accepted by the Seller either by acknowledgement or the commencement of performance hereof. No revisions of this order or any of the terms and conditions thereof shall be valid unless in writing and signed by an authorized representative of Buyer; and no condition stated by Seller in accepting or acknowledging this order shall be binding upon Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless expressly accepted in writing by Buyer."

SIGNED _____ VENDOR _____

BY _____ DATE _____

APPROVED

BY _____

GENERAL DYNAMICS CORPORATION
CONVAIR DIVISION
(FORT WORTH)

Approved For Release 2002/07/23 : CIA-RDP64B00187A000700160034-9

Sign on Page 2

PURCH. AGT.

for plant premises for the purpose of performing the work covered by this purchase order.

18. **Fair Labor Standards Act:** By execution of this purchase order Seller certifies that these goods will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and lawful regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof.

**WHEN GOVERNMENT CONTRACT NUMBER IS SHOWN ON FACE,
THIS PURCHASE ORDER IS SUBJECT ALSO TO THE FOLLOWING
ADDITIONAL TERMS AND CONDITIONS**

(a) Nondiscrimination in Employment:

(1) In connection with the performance of work under this purchase order, the Seller agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, such notices as are provided by the Buyer and/or the Government setting forth the provisions of the nondiscrimination clause.

(2) The foregoing shall not apply to the extent that this purchase order is for standard commercial supplies or raw materials.

(b) **Espionage:** Seller will report to the United States Government immediately when known, any danger of espionage or sabotage; it will supply, if requested, the full name, citizenship and country of birth, and alien status of any of its employees; and it will refuse to employ, or will discharge any person or persons whose access to the work in connection with the filling of this purchase order shall be characterized as undesirable by the United States Government.

(c) Military Security Requirements:

(1) The provisions of this article shall apply to the extent that this purchase order involves access to security information classified "Top Secret," "Secret," or "Confidential."

(2) The Buyer shall notify the Seller of the security classification of this purchase order and the elements thereof, and of any subsequent revisions in such security classification, by the use of a Security Requirements Check List (DD Form 254) and Appendix thereto (DD Form 254-1).

(3) To the extent the Buyer has indicated as of the date of this purchase order, or thereafter indicates, security classification under this purchase order as provided in paragraph (2) above, the Seller shall safeguard all classified elements of this purchase order and shall provide and maintain a system of security controls within its own organization in accordance with the requirements of (i) the Department of Defense Industrial Security Manual for Safeguarding Classified Security Information as in effect on date of this purchase order, which Manual is hereby incorporated by reference and made a part of this purchase order, (ii) any amendments to said Manual required by the demands of national security as determined by the Government and made after the date of this purchase order, notice of which has been furnished to the Seller by the Buyer, and (iii) those provisions of written agreements entered into by the Government and Seller pertaining to the adaptation of the Manual to the Seller's business.

(4) Designated representatives of the Government and/or Buyer responsible for inspection pertaining to industrial security shall have the right to inspect at reasonable intervals the procedures, method, and facilities utilized by the Seller in complying with the requirements of the terms and conditions of this article. Should the Government and/or the Buyer, through its authorized representative, determine that the Seller has not complied with such requirements, the Government and/or the Buyer shall inform the Seller in writing of the proper actions to be taken in order to effect compliance with such requirements.

(5) The Seller agrees to insert, in all subcontracts hereunder which involve access to classified security information, provisions which shall conform substantially to the language of this Article, including this paragraph.

(6) The Seller also agrees that it shall determine that any subcontractor proposed by it for the furnishing of supplies and services which will involve access to classified security information in the Seller's custody has been granted an appropriate facility security clearance, which is still in effect, prior to being accorded access to such classified security information.

(d) Renegotiation:

(1) This purchase order is subject to the Renegotiation Act of 1951 (P.L. 9, 82d Cong., 65 Stat. 7) as amended (P.L. 764, 83d Cong., 68 Stat. 1116; P.L. 216, 84th Cong., 69 Stat. 447), and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this clause shall impose any renegotiation obligation with respect to this purchase order or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing this purchase order shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent purchase order amendment specifically incorporating such provisions.

(2) The Seller agrees to insert the provisions of this clause, including this paragraph (2), in all subcontracts, as that term is defined in Section 103 of the Renegotiation Act of 1951 or in any subsequent act of Congress providing for the renegotiation of contracts.

(e) **Patent Rights:** If this purchase order has experimental, developmental or research work as one of its purposes, there shall be deemed to be incorporated herein by reference Armed Services Procurement Regulation, Section IX, paragraphs 9-107.1 (Patent Rights), 9-107.2 (Contracts Relating to Atomic Energy), and 9-203.1 (Rights in Data—Unlimited), as currently amended. Seller agrees to comply, and to place Buyer as "Contractor" in position to comply, with said paragraphs insofar as said paragraphs apply to inventions, improvements, discoveries, and copyrighted or copyrightable material arising under this purchase order.

(f) **Subcontracting:** No subcontract shall be made with any other party for furnishing any of the completed or substantially completed articles, spare parts or work herein contracted for without the approval of the Buyer and an appropriate Government representative as to source.

(g) **Inspection and Audit:** The Seller agrees that its books and records, and its plant or such parts thereof as may be engaged in the performance of this purchase order shall at all reasonable times be subject to inspection and audit by any authorized representative of the United States Government.

(h) **Excess Profits:** Seller agrees that, unless otherwise provided by law, this purchase order shall be subject to all the provisions of 10 U.S.C. 2382 and 7300 and shall be deemed to contain all the agreements required by those sections; provided, however, that this clause shall not be construed to enlarge or extend by contract the obligations imposed by those sections.

(i) **Government Owned Property:** In event any tooling, articles or materials of any type designated as Government property or as Government-owned, is furnished to Seller hereunder or in connection therewith, the Seller will protect, preserve and maintain said property in accordance with sound industrial practice and shall assume complete liability therefor unless otherwise provided on the face of this purchase order.

(j) **Record:** Seller agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this purchase order, have access to and the right to examine any directly pertinent books, documents, papers, and records of Seller involving transactions related to this purchase order.

(k) **Additional Procurement Regulations:** The below indicated Armed Services Procurement Regulation Clauses are hereby incorporated and made a part of this purchase order by this reference:

- (1) Termination (ASPR 8-706)
- (2) Covenant Against Contingent Fees (ASPR 7-103.20)
- (3) Officials Not to Benefit (ASPR 7-103.19)
- (4) Buy American Act (ASPR 6-104.5)
- (5) Walsh-Healey Act (ASPR 7-103.17)
- (6) Notice to Government of Labor Disputes (ASPR 7-104.4)
- (7) Utilization of Small Business Concerns (ASPR 7-104.14)

Wherever in the above clauses, except (1), the words "Contracting Officer" and/or "Government" appear, they shall mean the Buyer and wherever the words "Government" appear, they shall mean the Seller.

PURCHASE ORDER CONTINUATION SHEET

PURCHASE ORDER NO. 55224-E
VENDOR Bell Reproduction Company

DATE 4-27-59

PAGE 2 OF 2

than ten (10) days prior to shipment, the Seller shall apply to Buyer on "Application for Government Bill of Lading", AFPI Form 44A for the issuance of a Government Bill of Lading covering shipments of material to Buyer hereunder.

(B) If shipment is made by rail, the Seller shall, unless otherwise authorized by the purchase order, load, block, and brace the items to be shipped in accordance with the methods and standards set forth in Loading Rules Pamphlets of the Association of American Railroads in effect at the time of shipment. Such methods and standards shall apply to shipments in closed cars, even though said loading rules do not so state. Seller will secure Loading Rules Pamphlets from the Secretary, Loading Rules Committee, Association of American Railroads, 59 East Van Buren Street, Chicago, Illinois.

(C) From time to time, as the occasion demands, further detailed instructions may be furnished to Seller by Buyer in writing.

(D) Convair reserves the right to debit Seller's account for transportation charges incurred as a result of deviation from these instructions.

(E) Address Invoices to the attention of

IN WITNESS WHEREOF, The parties hereto have executed this Purchase Order as of the day and year first above written.

4-27
BUYER
RK

Material Department (4-2)
Convair Division
(Fort Worth)

STATINTL

ACKNOWLEDGED BY:

BELL REPRODUCTION COMPANY

STATINTL

BY _____

TITLE _____

DATE _____